COLLATERAL ASSIGNMENT
(Tapestry Ridge)

THIS COLLATERAL ASSIGNMENT (the "**Assignment**") is made effective as of [__________], 2024, by and among **PASSCO COVINGTON RIDGE DST**, a Delaware statutory trust (together with its successors and assigns, the "**Borrower**"), **KEYBANK NATIONAL ASSOCIATION**, a national banking association (together with its successors and assigns, the "**Lender**"), **CITY OF COVINGTON, KENTUCKY**, a Kentucky City of the Home Rule Class and political subdivision organized and existing under the laws of the Commonwealth of Kentucky (the "**City**"), the **KENTON COUNTY SCHOOL DSTRICT** and the **COVINGTON INDEPENDENT SCHOOL DISTRICT** (individually and collectively, the "**School District**"), and the **COUNTY OF KENTON, KENTUCKY**, a County and political subdivision organized and existing under the laws of the Commonwealth of Kentucky (the "**County**").

WHEREAS, the County had issued those certain County of Kenton, Kentucky Taxable Industrial Building Revenue Bonds, Series 2020 in the maximum principal amount of $37,345,000.00 (the "**Original Bonds**"), pursuant to that certain Order No. 20-30 adopted by the Fiscal Court of the County on September 8, 2020 (the "**Ordinance**") and that certain Trust Indenture, dated as of October 1, 2020 (as amended, modified or supplemented, the "**Indenture**"), between the County and **THE HUNTINGTON NATIONAL BANK**, Cincinnati, Ohio ("**Trustee**");

WHEREAS, **CPI18 API TAPESTRY ON THE RIDGE LLC**, a Delaware limited liability company ("**Prior Borrower**") purchased all of the Original Bonds pursuant to that certain Bond Purchase Agreement, dated as of October 29, 2020 ("**Bond Purchase Agreement**");

WHEREAS, Prior Borrower merged with Borrower which, as the surviving entity, benefits from a portion of the Original Bonds in the amount of $37,345,000.00 (the "**Bonds**");

WHERAS, Arlington Properties, Inc., an Alabama corporation ("**Arlington Properties**"), the School District, the City, and the County entered into that certain Agreement in Lieu of Taxes, dated as of June 16, 2020 (as amended, modified or supplemented, the "**Original PILOT**"), whereby Prior Borrower agreed to construct an apartment complex (the "**Project**") on the land more particularly described in Exhibit A attached hereto (the "**Land**");

WHEREAS, in order to facilitate the construction of the Project, the City, the County and the School District, subject to the terms and conditions set forth in the PILOT Agreement, granted Arlington Properties the right to make payments in lieu of *ad valorem* real property taxes payable in the amounts set forth under the PILOT Agreement (the "**PILOT Payments**");

WHEREAS, pursuant to that certain Assignment and Assumption of Agreement in Lieu of Taxes made by and among Arlington Properties and Prior Borrower (the "**Assignment of PILOT Agreement**", together with the Original PILOT, as amended, modified or supplemented, the "**PILOT Agreement**"), Arlington Properties transferred and assigned its rights, title, interests and obligations in and to the PILOT Agreement, with regards to the Land, to the Prior Borrower;

WHEREAS, Prior Borrower and Borrower merged, Borrower, as the surviving entity, benefits from the rights, title, interests and obligations in and to the PILOT Agreement, with regards to the Land;

WHEREAS, Prior Borrower and Borrower merged, Borrower, as the surviving entity, benefits from the rights, title, interests and obligations in and to the Bonds and the Indenture and all other instruments entered into in connection therewith, with regards to the Land, and Borrower is now the beneficial owner and holder of the Bonds;

WHEREAS, Borrower leases the Land from the County pursuant to that certain Agreement of Lease, dated as of October 1, 2020 (as may be amended from time to time, the "**Ground Lease**"), by and between Prior Borrower and the County;

WHEREAS, in order to assist with the financing of the Project, Lender is making a loan (the "**Loan**"), on or about the date hereof, to Borrower and certain affiliates of Borrower;

WHEREAS, the Loan is evidenced by one or more certain Multifamily Notes (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, collectively the "**Note**"), and secured by a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Instrument**"), which will be assigned to Fannie Mae, a corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. §1716 et seq., as amended from time to time ("**Fannie Mae**"), pursuant to that certain Assignment of Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of the date hereof;

WHEREAS, the Loan is governed by that certain Multifamily Loan and Security Agreement dated as of [___________], 2024, by and between Borrower, Lender and the other parties thereto (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), which was assigned to Fannie Mae, pursuant to that certain Assignment of Collateral Agreements and Other Loan Documents, dated as of [___________], 2024 (the Note, the Instrument, the Loan Agreement and all other written agreements executed in connection with the Loan but excluding the Loan application and Loan commitment, in each case to evidence or secure the payment and performance of any of the obligations under or in respect of the Loan, and any written renewals, extensions, and amendments of the foregoing, are hereinafter referred to as the "**Loan Documents**");

WHEREAS, to induce Lender to make the Loan, Borrower will simultaneously herewith pledge its interest in the Bonds pursuant to that certain Bond Pledge Agreement, dated as of the date hereof, by and between Borrower and Lender and acknowledged by and agreed to by the County and acknowledged by Trustee; and

WHEREAS, Lender is unwilling to make the Loan to Borrower unless Borrower executes and delivers this Assignment.

NOW, THEREFORE, in consideration of the premises, the mutual benefits which will accrue to the parties hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. **Assignment.** Borrower, without further action required hereunder, does hereby unconditionally and presently grant to Lender a security interest in, and does hereby unconditionally and presently assign, pledge, hypothecate, mortgage, grant, bargain, sell, convey, transfer, set over, deliver, warrant and confirm unto Lender, all right, title and interest which Borrower has or may subsequently have, directly or indirectly, in, to, from, under or in connection with the PILOT Agreement and the Ground Lease, including, without limitation, the PILOT Payments under the PILOT Agreement, including all of Borrower's rights, recourses and remedies to enforce the PILOT Agreement and the Ground Lease, together with all accounts, contract rights, general intangibles, products and/or proceeds arising from, out of or in connection with any of the foregoing (collectively, the "**Incentives Collateral**"). This Assignment shall constitute a security agreement within the meaning of the Uniform Commercial Code of the State of Kentucky and Borrower hereby grants to Lender a security interest in the Incentives Collateral subject to the provisions hereof.

2. **Obligations Secured.** This Assignment is made, and the security interest created hereby is granted to the Lender, to secure, ratably, the prompt performance and payment in full when due of all any one or more of the obligations, whether now existing or hereafter created, of Borrower under this Assignment, the Note, the Loan Agreement, the Instrument and all other Loan Documents (the "**Secured Obligations**"). Borrower covenants that the collateral assignment of the Incentives Collateral hereunder will create a valid, perfected, first priority security interest in favor of Lender in and to its interest in the Incentives Collateral, subject to no prior lien or to any agreement actually known to Borrower or to which Borrower is a party purporting to grant to any third party a security interest in any or all of the Incentives Collateral. Notwithstanding anything to the contrary herein contained or contained in any document, instrument, agreement or contract constituting the Incentives Collateral, the interest of Borrower therein is assigned and transferred to Lender by way of collateral security only, and Lender, merely by its acceptance hereof, shall not be deemed to have assumed or become liable for any of the responsibilities, obligations, duties or liabilities of Borrower under any document, instrument, agreement or contract constituting the Incentives Collateral, whether provided for by the terms thereof, arising by operation of law or otherwise.

3. **Representations and Warranties**. Borrower hereby represents and warrants to Lender that as of the date hereof (and as of any other date on which such representation or warranty is required to be remade or is deemed remade by Borrower) and covenants as follows:

(a) Full Force and Effect. The PILOT Agreement and the Ground Lease are in full force and effect and are enforceable in accordance with their respective terms.

(b) No Default**.** No default (or event that with the passage of time or the giving of notice would constitute a default) exists under the PILOT Agreement or the Ground Lease.

(c) Documentation. All documentation and information provided to Lender from time to time in respect of the PILOT Agreement or the Ground Lease has been complete and correct.

(d) No Prior Assignment. Borrower and/or its affiliates have not made any other assignments of its rights under PILOT Agreement or the Ground Lease

(e) Frustration of Purpose. Borrower, and/or its affiliated businesses, successors and assigns, has not done anything that would frustrate the purpose of this Assignment

(f) No Approval. No consent or approval of County or any other governmental authority or of any other party was or is necessary to the validity of the collateral assignment effected hereby or to the performance of the provisions hereof, except where such consent or approval has already been obtained or will be obtained by the execution of this Assignment.

4. **Covenants**. Borrower hereby unconditionally covenants and agrees as follows as to the Incentives Collateral:

(a) Performance. To perform all obligations under and in connection with the PILOT Agreement and the Ground Lease and to enforce the payment and performance of all obligations of any other person or entity thereunder.

(b) No Amendments. Not consent to any modification, alteration, amendment, addition to, rescission of an of the terms or provisions in the PILOT Agreement or the Ground Lease without first having received the written consent of Lender.

(c) No Assignments. Not further assign, for security or any other purposes, its right, title and interest under the PILOT Agreement or the Ground Lease.

(d) Further Documents. To execute any and all further documents and instruments at any time required by Lender to provide record notice of this Assignment and to create, perfect and/or modify the collateral assignment or the liens and security interests granted to Lender hereunder in accordance with this Assignment and/or to give effect to the terms and provisions hereof.

5. **Event of Default Defined**. For purposes of this Assignment, "**Event of Default**" shall mean:

(a) Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement, the PILOT Agreement or the Ground Lease, unless such failure to perform (A) has no material adverse effect on Lender or the Loan and (B) is cured within the Grace Period (defined below), as the same may be extended pursuant to Section 4(b) below;

(b) Borrower shall fail to observe or perform any covenant or agreement contained in this Agreement, the PILOT Agreement or the Ground Lease for a period of thirty (30) days after written notice thereof has been given to such Borrower by Lender (the "**Grace Period**"); provided, however, that Lender may extend the Grace Period up to an additional sixty (60) days (for a total of ninety (90) days from the date of default) if (i) Borrower promptly commences and diligently pursues the cure of such default and delivers (within the Grace Period) to Lender a written request for more time and (ii) Lender determines in good faith that (A) such default cannot be cured within the Grace Period but can be cured within ninety (90) days after the default, (B) no lien or security interest created by this Agreement will be impaired prior to completion of such cure, and (C) Lender's immediate exercise of any remedies provided under this Agreement or by law is not necessary for the protection or preservation of the Incentives Collateral or Lender's security interest;

(c) any representation and warranty made herein shall have not been true and correct in all material respects when made; provided, however, that if the factual circumstances that created any false or misleading representation or warranty (A) are remedied within thirty (30) days after the earlier to occur of Borrower's discovery of such factual circumstances or Lender's written notice of such false or misleading representation or warranty and (B) have no material adverse effect on Lender or the Loan, then no such Event of Default shall be deemed to have occurred under this Section 5(c); and

(d) an Event of Default under and as defined in the Loan Agreement or any of the other Loan Documents shall occur and be continuing.

6. **Remedies upon Default**.

(a) If any Event of Default shall exist, Lender, without demand of performance or other demand of Borrower, and at no cost or expense to the City, the County or the School District, shall deliver written notice to each of the City, the County and the School District of such Event of Default, and, subject to the terms of the PILOT Agreement, the City, the County and the School District shall render benefits under the PILOT Agreement, and subject to the terms of the Ground Lease, the County shall permit the Lender to perform as lessee.

(b) Borrower hereby irrevocably authorizes and directs the County, upon notice from Lender of the hereby irrevocably authorizes and directs, at no cost or expense to the City, the County or the School District, each of the City, the County and the School District, upon receipt of prior written notice from Lender of the occurrence of an Event of Default under the Loan Agreement or any other Loan Document, to recognize the claims of Lender hereunder and render any performance of City, the County and/or the School District under the PILOT Agreement and the County under the Ground Lease to Lender. The City, the School District and the County are hereby irrevocably authorized by Borrower (at no cost and expense to the City, the County or the School District) to rely upon and comply with any written notice or written demand delivered by Lender for the performance of any obligations of the City, the County, and/or the School District under the PILOT Agreement and the County under the Lease.

(c) The City, the County, and the School District each hereby covenant, in each case, at the sole cost and expense of Borrower, (i) to comply with any written notice of Event of Default from Lender without investigating the reason for any action taken by Lender, the validity or the amount of indebtedness owing to Lender, or the existence of any Event of Default, (ii) to rely upon and comply with any written notice or written demand by Lender for the performance of any obligations of the County under the PILOT Agreement and the Ground Lease to the same extent as if Lender were the "Company" under such documents.

(d) In addition to the foregoing, if any Event of Default shall exist, the Lender shall have all other rights, powers and remedies which are available to it under the laws of the Commonwealth of Kentucky.

(e) The rights and remedies of the Lender under this Assignment are cumulative and not exclusive of any rights or remedies which it would otherwise have.

(f) Notwithstanding anything to the contrary contained in subsections (a) through (e) of this Section 6, Lender may not exercise any remedies in Section 6 of this Agreement other than through a contemporaneous foreclosure under the Instrument or conveyance in lieu of foreclosure.

7. **Lender Appointed Attorney-in-Fact.** From and after the occurrence and during the existence of an Event of Default, Borrower hereby constitutes and appoints Lender as the attorney-in-fact of Borrower with full power of substitution either in the Lender's name or in the name of Borrower to do any of the following with respect to the Incentives Collateral: (a) to perform any obligation of Borrower hereunder in Borrower's name or otherwise; (b) to ask for, demand, sue for, collect, receive, receipt and give acquittance for any and all moneys due or to become due under and by virtue of any Incentives Collateral; (c) to prepare, execute, file, record or deliver notices, assignments, financing statements, continuation statements, applications for registration or like papers to perfect, preserve or release the Lender's security interest in the Incentives Collateral or any of the documents, instruments, certificates and agreements described in Section 1 hereof; (d) to verify facts concerning the Incentives Collateral in its own name or a fictitious name; (e) to endorse checks, drafts, orders and other instruments for the payment of money payable to Borrower, representing any interest or dividend or other premium or distribution payable in respect of the Incentives Collateral or any part thereof or on account thereof and to give full discharge for the same; (f) to exercise all rights, powers and remedies which such Borrower would have, but for this Agreement, under the Incentives Collateral; and (g) to carry out the provisions of this Assignment and to take any action and execute any instrument which the Lender may deem necessary or advisable to accomplish the purposes hereof, and to do all acts and things and execute all documents in the name of such Borrower or otherwise, deemed by Lender as necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder. Nothing herein contained shall be construed as requiring or obligating Lender to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or notice, or to take any action with respect to the Incentives Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by Lender or omitted to be taken with respect to the Incentives Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any

Borrower or to any claim or action against Lender except to the extent of Lender's gross negligence, fraud or willful misconduct. The power of attorney granted herein (i) is irrevocable, (ii) shall be deemed to be coupled with an interest, (iii) is effective immediately, and (iv) is exercisable and enforceable only during the existence of an Event of Default.

8. **Deliveries to Lender.** To the extent that the PILOT Agreement or the Ground Lease requires Borrower to deliver to the County any notices, budgets, projections, plans, audits, statements, reports, books, records, receipts, computer files, plans and specifications, contracts, and other documents, information and records of any kind relating to the Project or the Incentives Collateral (collectively, the "**Information**"), Borrower shall simultaneously and by the same means deliver the same Information to Lender. If the County delivers to Borrower any notice (whether or not a notice of default) under the PILOT Agreement or the Ground Lease, Borrower shall simultaneously and by the same means deliver a copy to Lender.

9. **Further Assurances**. Borrower shall, at its sole cost and expense, take all action that may be necessary or desirable in Lender's sole discretion as directed by Lender, so as at all times to maintain the validity, perfection, enforceability and priority of Lender's security interest in the Incentives Collateral, or to enable Lender to exercise or enforce its rights hereunder, including without limitation (a) causing any entities into which Borrower may be divided to grant to Lender a first priority, perfected lien on the Incentives Collateral, (b) promptly upon Lender's written request, delivering to Lender, endorsed or accompanied by such instruments of assignment as Lender may specify, any and all chattel paper, instruments, certificates, letters of credit and all other advices of guaranty and documents evidencing or forming a part of the Incentives Collateral, and (c) promptly upon Lender's written request, executing and delivering financing statements, pledges, designations, notices and assignments, in each case in form and substance reasonably satisfactory to Lender, relating to the creation, validity, perfection, priority or continuation of the security interest granted hereunder. Borrower hereby authorizes Lender to execute and file in all necessary and appropriate jurisdictions (as determined by Lender) one or more financing or continuation statements (or any other document or instrument referred to in the immediately preceding clause (c)) in the name of Borrower and, subject to Section 7 hereof, to sign Borrower's name thereto. Borrower authorizes Lender to file any such financing statement, document or instrument without the signature of Borrower to the extent permitted by applicable law. To the extent permitted by applicable law, a carbon, photographic, xerographic or other reproduction of this Assignment or any financing statement is sufficient as a financing statement. Any property comprising part of the Incentives Collateral required to be delivered to Lender pursuant to this Assignment shall be accompanied by proper instruments of assignment duly executed by Borrower and by such other instruments or documents as the Lender may reasonably request.

10. **Indemnification**. Borrower agrees to indemnify and hold Lender and any corporation controlling, controlled by, or under common control with Lender and any officer, attorney, director, shareholder, agent or employee of the Lender or any such corporation (each an "**Indemnified Person**"), harmless from and against any Losses (as defined in the Loan Assignment), brought against or incurred by an Indemnified Person, in any manner arising out of or, directly or indirectly, related to or connected with this Assignment, including without limitation, the exercise by the Lender of any of its rights and remedies under this Assignment or any other action taken by Lender pursuant to the terms of this Assignment or against any and all losses, claims, damages, expenses or liabilities to which any Indemnified Person may become subject;

provided, however, Borrower shall not be liable to an Indemnified Person for any Losses to the extent that such Losses result from (i) the gross negligence or willful misconduct of such Indemnified Person or (ii) the actions or omissions of such Indemnified Person following Lender's foreclosure of or Borrower's interest in the Incentives Collateral. Borrower's obligations under this section shall survive the termination of this Assignment and the payment in full of the Secured Obligations.

11. **Continuing Security Interest**. This Assignment shall create a continuing security interest in the Incentives Collateral and shall remain in full force and effect until it terminates in accordance with its terms as set forth in Section 19 hereof. Borrower and Lender hereby agree that the security interest created by this Assignment in the Incentives Collateral shall not terminate and shall continue and remain in full force and effect notwithstanding the transfer to any of Borrower or any person designated by it of all or any portion of the Incentives Collateral.

12. **Security Interest Absolute**. All rights of Lender hereunder, the grant of a security interest in the Incentives Collateral and all obligations of Borrower hereunder, shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Note, the Loan Agreement, the Instrument or any other Document, any agreement with respect to any of the Secured Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of the payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Note, the Loan Agreement, the Instrument, any other Loan Document or any other agreement or instrument relating to any of the foregoing, except to the extent the foregoing expressly modify Lender's rights hereunder, (c) any exchange, release or nonperfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guaranty, for all or any of the Secured Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Borrower in respect of the Secured Obligations or in respect of this Assignment (other than the indefeasible payment in full of all the Secured Obligations).

13. **No Waiver**. Neither the failure on the part of Lender to exercise, nor the delay on its part in exercising any right, power or remedy hereunder, nor any course of dealing between Lender and Borrower shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy hereunder preclude any other or the further exercise thereof or the exercise of any other right, power or remedy.

14. **Notices**. Notices, requests and other communications required or permitted hereunder shall be given in accordance with the applicable terms of the Loan Agreement

15. **GOVERNING LAW**. NOTWITHSTANDING ANYTHING IN THE LOAN AGREEMENT , OR ANY OF THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) TO THE CONTRARY, EACH OF THE TERMS AND PROVISIONS, AND RIGHTS AND OBLIGATIONS OF BORROWER UNDER THIS ASSIGNMENT, SHALL BE GOVERNED BY, INTERPRETED, CONSTRUED, AND ENFORCED PURSUANT TO AND IN ACCORDANCE WITH THE LAWS OF THE DISTRICT OF COLUMBIA (EXCLUDING THE LAW APPLICABLE TO CONFLICTS OR CHOICE OF LAW) EXCEPT TO THE EXTENT OF PROCEDURAL AND SUBSTANTIVE MATTERS RELATING ONLY TO THE CREATION, PERFECTION, AND FORECLOSURE OF LIENS AND SECURITY

INTERESTS, AND ENFORCEMENT OF THE RIGHTS AND REMEDIES, AGAINST THE PROJECT, WHICH MATTERS SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH THE PROJECT IS LOCATED, THE PERFECTION, THE EFFECT OF PERFECTION AND NON-PERFECTION AND FORECLOSURE OF SECURITY INTERESTS ON PERSONAL PROPERTY, WHICH MATTERS SHALL BE GOVERNED BY THE LAWS OF THE JURISDICTION DETERMINED BY THE CHOICE OF LAW PROVISIONS OF THE UNIFORM COMMERCIAL CODE IN EFFECT FOR THE JURISDICTION IN WHICH BORROWER IS ORGANIZED. BORROWER AGREES THAT ANY CONTROVERSY ARISING UNDER OR IN RELATION TO THIS ASSIGNMENT, SHALL BE, EXCEPT AS OTHERWISE PROVIDED HEREIN, LITIGATED IN THE DISTRICT OF COLUMBIA. THE LOCAL AND FEDERAL COURTS AND AUTHORITIES WITH JURISDICTION IN THE DISTRICT OF COLUMBIA SHALL, EXCEPT AS OTHERWISE PROVIDED HEREIN, HAVE JURISDICTION OVER ALL CONTROVERSIES WHICH MAY ARISE UNDER OR IN RELATION TO THIS ASSIGNMENT, INCLUDING THOSE CONTROVERSIES RELATING TO THE EXECUTION, JURISDICTION, BREACH, ENFORCEMENT, OR COMPLIANCE WITH THE AGREEMENT, OR ANY OTHER ISSUE ARISING UNDER, RELATING TO, OR IN CONNECTION WITH THE AGREEMENT. BORROWER IRREVOCABLY CONSENTS TO SERVICE, JURISDICTION, AND VENUE OF SUCH COURTS FOR ANY LITIGATION ARISING FROM THIS ASSIGNMENT, AND WAIVES ANY OTHER VENUE TO WHICH IT MIGHT BE ENTITLED BY VIRTUE OF DOMICILE, HABITUAL RESIDENCE, OR OTHERWISE. NOTHING CONTAINED HEREIN, HOWEVER, SHALL PREVENT LENDER FROM BRINGING ANY SUIT, ACTION, OR PROCEEDING OR EXERCISING ANY RIGHTS AGAINST BORROWER AND AGAINST THE COLLATERAL IN ANY OTHER JURISDICTION. INITIATING SUCH SUIT, ACTION, OR PROCEEDING OR TAKING SUCH ACTION IN ANY OTHER JURISDICTION SHALL IN NO EVENT CONSTITUTE A WAIVER OF THE AGREEMENT CONTAINED HEREIN THAT THE LAWS OF THE DISTRICT OF COLUMBIA SHALL GOVERN THE RIGHTS AND OBLIGATIONS OF BORROWER AND LENDER AS PROVIDED HEREIN OR THE SUBMISSION HEREIN BY BORROWER TO PERSONAL JURISDICTION WITHIN THE DISTRICT OF COLUMBIA.

16. **Amendments**. No amendment or waiver of any provision of this Assignment nor consent to any departure by Borrower herefrom shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

17. **Binding Agreement; Assignment**. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower shall not be permitted to assign this Assignment or any interest herein or in the Incentives Collateral, or any part thereof, or any cash or property held by Lender as collateral under this Assignment except as expressly permitted in the Loan Agreement.

18. **Termination**. Upon the earlier to occur of (i) indefeasible payment in full of all of the Secured Obligations and (ii) the redemption of the Bonds, this Assignment shall terminate, except as expressly set forth herein. Upon termination of this Assignment in accordance with its terms Lender agrees to take such actions as Borrower may reasonably request, and at the sole cost and expense of Borrower, (a) to return the Incentives Collateral to Borrower, and (b) to evidence

the termination of this Assignment, including, without limitation, the filing of any releases or any termination statements under the Uniform Commercial Code.

19. **Severability**. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment.

20. **Headings**. Section headings used herein are for convenience only and are not to affect the construction of or be taken into consideration in interpreting this Assignment.

21. **Counterparts**. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one agreement

22. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, and with exception of this Assignment, Borrower shall not assign any of its remaining rights, interests, duties or obligations under the PILOT Agreement or the Ground Lease, without the express written approval of Lender, which approval may be granted or denied in Lender's sole discretion. Any such assignment without the express written approval and informed consent of Lender shall be null and void, and Lender shall have the right to pursue any and all remedies available to it under the Loan Documents, at law or in equity.

23. **Mutual Cooperation**. If any further action is necessary to carry out the purposes of this Assignment after the date hereof, the parties hereto will each take such further action and provide the other party with the information, files and/or records necessary to achieve the same, including the execution and delivery of such instruments and documents as the other party may reasonably request.

24. **Defined Terms**. Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement.

25. **No Partnership**. This Assignment shall not create an association, partnership, joint venture or principal and agency relationship or similar other legal relationship under the laws of any state or the federal government, or render any party hereto liable for the debts or obligations of the others, except as otherwise expressly provided in this Assignment.

26. **THE BONDS HAVE BEEN ISSUED UNDER THE PROVISIONS OF THE CONSTITUTION OF THE COMMONWEALTH OF KENTUCKY AND CHAPTER 103 OF THE KENTUCKY REVISED STATUTES AND DO NOT REPRESENT OR CONSTITUTE A DEBT OR PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY, THE COMMONWEALTH OF KENTUCKY OR ANY POLITICAL SUBDIVISION THEREOF. PRINCIPAL OF AND PREMIUM (IF ANY) AND INTEREST ON THIS BONDS ARE PAYABLE SOLELY FROM THE REVENUES PLEDGED PURSUANT TO THE TRUST INDENTURE.**

27. **WAIVER OF RIGHT TO TRIAL BY JURY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO KNOWINGLY AND**

VOLUNTARILY MUTUALLY (A) WAIVE THE RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, CLAIM, COUNTERCLAIM, CROSS-CLAIM, THIRD-PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, AND (B) AGREE THAT ANY SUCH ACTION, CLAIM, SUIT OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

IN WITNESS WHEREOF, Borrower has executed and delivered this Assignment under seal as of the day and year first above written.

BORROWER:

PASSCO COVINGTON RIDGE DST
a Delaware statutory trust

By: PASSCO COVINGTON RIDGE MANAGER, LLC
a Delaware limited liability company
its Manager

By: ________________________________
Alan Clifton
Vice President

Agreed to, accepted and acknowledged as of the date first written above.

LENDER:

KEYBANK NATIONAL ASSOCIATION
a national banking association

By: _______________________________(SEAL)
Kelly Blodgett
Vice President

Sections 1 and 6 are hereby agreed to, accepted and acknowledged as of the date first written above.

CITY:

CITY OF COVINGTON, KENTUCKY

By: ______________________________________
Name: ______________________________________
Title: ______________________________________

COUNTY:

COUNTY OF KENTON, KENTUCKY

By: ______________________________________
Name: ______________________________________
Title: ______________________________________

SCHOOL DISTRICT:

KENTON COUNTY SCHOOL DSTRICT

By: ______________________________________
Name: ______________________________________
Title: ______________________________________

COVINGTON INDEPENDENT SCHOOL DISTRICT

By: ______________________________________
Name: ______________________________________
Title: ______________________________________

EXHIBIT A

PROJECT

LEGAL DESCRIPTION

[INSERT]